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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**
11

12 In re
13 MARSHALL SCOTT STANDER,
14
Debtor

15
16 ROB KOLSON CREATIVE PRODUCTIONS,
INC.

17 Plaintiff(s),

18 v.

19 MARSHALL SCOTT STANDER,
20 Defendant(s)

Case No. 1:19-bk-13099-MT

Adv. No.: 1:20-ap-01025-MT

Chapter 7

**ANSWER TO COMPLAINT
OBJECTING TO DISCHARGE
PURSUANT TO SECTION 727 OF THE
BANKRUPTCY CODE**

21
22
23 **TO THE HONORABLE MAUREEN TIGHE, TO THE PLAINTIFF, THE OFFICE OF THE**
24 **UNITED STATES TRUSTEE, AND TO INTERESTED PARTIES:**
25
26

1 Marshall Scott Stander (“**Debtor**” or “**Defendant**”), debtor in possession in the above-
2 captioned bankruptcy case and defendant in the above-captioned adversary proceeding,
3 hereby answers the Complaint Objecting to Debtor’s Discharge Pursuant to Bankruptcy
4 Code §727 (“**Complaint**”) [Docket No 1] filed by Rob Kolson Creative Productions, Inc.
5 (“**Kolson**” or “**Plaintiff**”) as follows:

6 JURISDICTION

7 1. Paragraph 1 relates to the Plaintiff’s consent, and the Defendant lacks sufficient
8 information, belief and/or personal knowledge to respond thereto and on that basis
9 denies Paragraph 1.

10 2. Paragraph 2 is admitted.

11 3. Paragraph 3 is denied as calling for a legal conclusion.

12 4. Paragraph 4 is denied as calling for a legal conclusion.

13 5. Paragraph 5 is denied as calling for a legal conclusion.

14 6. Paragraph 6 is denied as calling for a legal conclusion.

15 7. Paragraph 7 is denied as calling for a legal conclusion.

16 8. Paragraph 8 is denied as calling for a legal conclusion.

17 9. Paragraph 9 is denied as calling for a legal conclusion.

18 PARTIES

19 10. Defendant denies knowledge or information sufficient to form a belief as to the
20 truth of the allegations contained in Paragraph 10 and as such, denies Paragraph 10.

21 11. Defendant denies knowledge or information sufficient to form a belief as to the
22 truth of the allegations contained in Paragraph 11 and as such, denies Paragraph 11.

23 12. Paragraph 12 is admitted.

24 GENERAL ALLEGATIONS

25 13. Defendant admits that his is the sole shareholder and owner of The Stander
26 Group, Inc. Except as expressly admitted herein, Paragraph 13 is denied as Defendant

1 lacks knowledge or information sufficient to form a belief as to the Plaintiff's information
2 and belief as expressed in Paragraph 13.

3 14. Paragraph 14 is denied. Paragraph 14 contains allegations which are so vague,
4 ambiguous, compound and conclusory that Defendant lacks sufficient information and
5 belief thereon, and on that basis, generally and specifically denies each and all
6 allegations contained in this paragraph. To the extent the allegations invoke documents,
7 referenced documents speak for themselves and Defendant should not be required to
8 draw conclusions therefrom or repeat the contents thereof, and on that basis is also
9 denied. To the extent the allegations in this paragraph mischaracterize and/or attempt to
10 recharacterize events and/or transactions between and among persons or entities, it is
11 also denied.

12 15. Debtor admits that Rita McKenzie is an individual residing in the County of Los
13 Angeles, State of California. Except as expressly admitted herein, Paragraph 15
14 contains allegations which are so vague, ambiguous, compound and conclusory that
15 Defendant lacks sufficient information and belief thereon, and on that basis, generally
16 and specifically denies each and all allegations contained in this paragraph. To the
17 extent the allegations in this paragraph mischaracterize and/or attempt to recharacterize
18 events and/or transactions between and among persons or entities, it is also denied.

19 16. Paragraph 16 contains allegations which are so vague, ambiguous, compound
20 and conclusory that Defendant lacks sufficient information and belief thereon, and on
21 that basis, generally and specifically denies each and all allegations contained in this
22 paragraph. To the extent the allegations invoke documents, referenced documents
23 speak for themselves and Defendant should not be required to draw conclusions
24 therefrom or repeat the contents thereof, and on that basis is also denied. To the extent
25 the allegations in this paragraph mischaracterize and/or attempt to recharacterize events
26 and/or transactions between and among persons or entities, it is also denied.

1 17. Paragraph 17 contains allegations which are so vague, ambiguous, compound
2 and conclusory that Defendant lacks sufficient information and belief thereon, and on
3 that basis, generally and specifically denies each and all allegations contained in this
4 paragraph. To the extent the allegations in this paragraph mischaracterize and/or
5 attempt to recharacterize events and/or transactions between and among persons or
6 entities, it is also denied.

7 18. Paragraph 18 is admitted.

8 19. Paragraph 19 is admitted.

9 DEBTOR – MARSHALL SCOTT STANDER

10 20. Paragraph 20 contains allegations which are so vague, ambiguous, compound
11 and conclusory that Defendant lacks sufficient information and belief thereon, and on
12 that basis, generally and specifically denies each and all allegations contained in this
13 paragraph. To the extent the allegations invoke documents, referenced documents
14 speak for themselves and Defendant should not be required to draw conclusions
15 therefrom or repeat the contents thereof, and on that basis Paragraph 20 is also denied.

16 21. Paragraph 21 contains allegations which are so vague, ambiguous, compound
17 and conclusory that Defendant lacks sufficient information and belief thereon, and on
18 that basis, generally and specifically denies each and all allegations contained in this
19 paragraph. To the extent the allegations invoke documents, referenced documents
20 speak for themselves and Defendant should not be required to draw conclusions
21 therefrom or repeat the contents thereof, and on that basis Paragraph 21 is also denied.
22 To the extent the allegations in this paragraph mischaracterize and/or attempt to
23 recharacterize events and/or transactions between and among persons or entities, it is
24 also denied.

25 22. Paragraph 22 contains allegations which are so vague, ambiguous, compound
26 and conclusory that Defendant lacks sufficient information and belief thereon, and on

1 that basis, generally and specifically denies each and all allegations contained in this
2 paragraph. To the extent the allegations invoke documents, referenced documents
3 speak for themselves and Defendant should not be required to draw conclusions
4 therefrom or repeat the contents thereof, and on that basis Paragraph 22 is also denied.
5 To the extent the allegations in this paragraph mischaracterize and/or attempt to
6 recharacterize events and/or transactions between and among persons or entities, it is
7 also denied.

8 23. Paragraph 23 contains allegations which are so vague, ambiguous, compound
9 and conclusory that Defendant lacks sufficient information and belief thereon, and on
10 that basis, generally and specifically denies each and all allegations contained in this
11 paragraph. To the extent the allegations invoke documents, referenced documents
12 speak for themselves and Defendant should not be required to draw conclusions
13 therefrom or repeat the contents thereof, and on that basis Paragraph 23 is also denied.
14 To the extent the allegations in this paragraph mischaracterize and/or attempt to
15 recharacterize events and/or transactions between and among persons or entities, it is
16 also denied.

17 24. Paragraph 24 contains allegations which are so vague, ambiguous, compound
18 and conclusory that Defendant lacks sufficient information and belief thereon, and on
19 that basis, generally and specifically denies each and all allegations contained in this
20 paragraph. To the extent the allegations invoke documents, referenced documents
21 speak for themselves and Defendant should not be required to draw conclusions
22 therefrom or repeat the contents thereof, and on that basis Paragraph 24 is also denied.
23 To the extent the allegations in this paragraph mischaracterize and/or attempt to
24 recharacterize events and/or transactions between and among persons or entities, it is
25 also denied.

26 25. Paragraph 25 is unintelligible and is denied.

AMERICAN EXPRESS

26. Paragraph 26 contains allegations which are so vague, ambiguous, compound and conclusory that Defendant lacks sufficient information and belief thereon, and on that basis, generally and specifically denies each and all allegations contained in this paragraph. To the extent the allegations invoke documents, referenced documents speak for themselves and Defendant should not be required to draw conclusions therefrom or repeat the contents thereof, and on that basis Paragraph 26 is also denied. To the extent the allegations in this paragraph mischaracterize and/or attempt to recharacterize events and/or transactions between and among persons or entities, it is also denied.

27. Paragraph 27 is denied.

28. Paragraph 28 contains allegations which are so vague, ambiguous, compound and conclusory that Defendant lacks sufficient information and belief thereon, and on that basis, generally and specifically denies each and all allegations contained in this paragraph. To the extent the allegations invoke documents, referenced documents speak for themselves and Defendant should not be required to draw conclusions therefrom or repeat the contents thereof, and on that basis Paragraph 28 is also denied. To the extent the allegations in this paragraph mischaracterize and/or attempt to recharacterize events and/or transactions between and among persons or entities, it is also denied.

29. Paragraph 29 contains allegations which are so vague, ambiguous, compound and conclusory that Defendant lacks sufficient information and belief thereon, and on that basis, generally and specifically denies each and all allegations contained in this paragraph. To the extent the allegations invoke documents, referenced documents speak for themselves and Defendant should not be required to draw conclusions therefrom or repeat the contents thereof, and on that basis Paragraph 29 is also denied.

1 To the extent the allegations in this paragraph mischaracterize and/or attempt to
2 recharacterize events and/or transactions between and among persons or entities, it is
3 also denied.

4 30. Paragraph 30 contains allegations which are so unintelligible, vague, ambiguous,
5 compound and conclusory that Defendant lacks sufficient information and belief thereon,
6 and on that basis, generally and specifically denies each and all allegations contained in
7 this paragraph. To the extent the allegations invoke documents, referenced documents
8 speak for themselves and Defendant should not be required to draw conclusions
9 therefrom or repeat the contents thereof, and on that basis Paragraph 30 is also denied.

10 To the extent the allegations in this paragraph mischaracterize and/or attempt to
11 recharacterize events and/or transactions between and among persons or entities, it is
12 also denied.

13 31. Paragraph 31 contains allegations which are so vague, ambiguous, compound
14 and conclusory that Defendant lacks sufficient information and belief thereon, and on
15 that basis, generally and specifically denies each and all allegations contained in this
16 paragraph. To the extent the allegations invoke documents, referenced documents
17 speak for themselves and Defendant should not be required to draw conclusions
18 therefrom or repeat the contents thereof, and on that basis Paragraph 31 is also denied.

19 To the extent the allegations in this paragraph mischaracterize and/or attempt to
20 recharacterize events and/or transactions between and among persons or entities, it is
21 also denied.

22 32. Paragraph 32 is unintelligible and is denied.

23 33. Paragraph 33 contains allegations which are so vague, ambiguous, compound
24 and conclusory that Defendant lacks sufficient information and belief thereon, and on
25 that basis, generally and specifically denies each and all allegations contained in this
26 paragraph. To the extent the allegations invoke documents, referenced documents

1 speak for themselves and Defendant should not be required to draw conclusions
2 therefrom or repeat the contents thereof, and on that basis Paragraph 33 is also denied.
3 To the extent the allegations in this paragraph mischaracterize and/or attempt to
4 recharacterize events and/or transactions between and among persons or entities, it is
5 also denied.

6 RITA MCKENZIE

7 34. Paragraph 34 contains allegations which are so vague, ambiguous, compound
8 and conclusory that Defendant lacks sufficient information and belief thereon, and on
9 that basis, generally and specifically denies each and all allegations contained in this
10 paragraph. To the extent the allegations in this paragraph mischaracterize and/or
11 attempt to recharacterize events and/or transactions between and among persons or
12 entities, it is also denied.

13 35. Paragraph 35 is denied.

14 36. Paragraph 36 contains allegations which are so vague, ambiguous, compound
15 and conclusory that Defendant lacks sufficient information and belief thereon, and on
16 that basis, generally and specifically denies each and all allegations contained in this
17 paragraph. To the extent the allegations invoke documents, referenced documents
18 speak for themselves and Defendant should not be required to draw conclusions
19 therefrom or repeat the contents thereof, and on that basis Paragraph 36 is also denied.
20 To the extent the allegations in this paragraph mischaracterize and/or attempt to
21 recharacterize events and/or transactions between and among persons or entities, it is
22 also denied.

23 37. Paragraph 37 contains allegations which are so vague, ambiguous, compound
24 and conclusory that Defendant lacks sufficient information and belief thereon, and on
25 that basis, generally and specifically denies each and all allegations contained in this
26 paragraph. To the extent the allegations invoke documents, referenced documents

1 speak for themselves and Defendant should not be required to draw conclusions
2 therefrom or repeat the contents thereof, and on that basis Paragraph 37 is also denied.
3 To the extent the allegations in this paragraph mischaracterize and/or attempt to
4 recharacterize events and/or transactions between and among persons or entities, it is
5 also denied.

6 38. Paragraph 38 contains allegations which are so vague, ambiguous, compound
7 and conclusory that Defendant lacks sufficient information and belief thereon, and on
8 that basis, generally and specifically denies each and all allegations contained in this
9 paragraph. To the extent the allegations invoke documents, referenced documents
10 speak for themselves and Defendant should not be required to draw conclusions
11 therefrom or repeat the contents thereof, and on that basis Paragraph 38 is also denied.
12 To the extent the allegations in this paragraph mischaracterize and/or attempt to
13 recharacterize events and/or transactions between and among persons or entities, it is
14 also denied.

15 39. Paragraph 39 is unintelligible and is denied.

16 40. Paragraph 40 contains allegations which are so vague, ambiguous, compound
17 and conclusory that Defendant lacks sufficient information and belief thereon, and on
18 that basis, generally and specifically denies each and all allegations contained in this
19 paragraph. To the extent the allegations invoke documents, referenced documents
20 speak for themselves and Defendant should not be required to draw conclusions
21 therefrom or repeat the contents thereof, and on that basis Paragraph 40 is also denied.
22 To the extent the allegations in this paragraph mischaracterize and/or attempt to
23 recharacterize events and/or transactions between and among persons or entities, it is
24 also denied.

25 41. Paragraph 41 contains allegations which are so vague, ambiguous, compound
26 and conclusory that Defendant lacks sufficient information and belief thereon, and on

1 that basis, generally and specifically denies each and all allegations contained in this
2 paragraph. To the extent the allegations invoke documents, referenced documents
3 speak for themselves and Defendant should not be required to draw conclusions
4 therefrom or repeat the contents thereof, and on that basis Paragraph 41 is also denied.
5 To the extent the allegations in this paragraph mischaracterize and/or attempt to
6 recharacterize events and/or transactions between and among persons or entities, it is
7 also denied.

8 42. Paragraph 42 is denied.

9 JACQUELINE "JACKIE" STANDER

10 43. Paragraph 43 contains allegations which are so vague, ambiguous, compound
11 and conclusory that it renders Paragraph 43 unintelligible, and on that basis, it is denied.
12 In addition, Defendant denies all allegations that he hid and/or converted his income.

13 44. Paragraph 44 contains allegations which are so vague, ambiguous, compound
14 and conclusory that Defendant lacks sufficient information and belief thereon, and on
15 that basis, generally and specifically denies each and all allegations contained in this
16 paragraph. To the extent the allegations invoke documents, referenced documents
17 speak for themselves and Defendant should not be required to draw conclusions
18 therefrom or repeat the contents thereof, and on that basis Paragraph 44 is also denied.
19 To the extent the allegations in this paragraph mischaracterize and/or attempt to
20 recharacterize events and/or transactions between and among persons or entities, it is
21 also denied.

22 45. Paragraph 45 contains allegations which are so vague, ambiguous, compound
23 and conclusory that Defendant lacks sufficient information and belief thereon, and on
24 that basis, generally and specifically denies each and all allegations contained in this
25 paragraph. To the extent the allegations invoke documents, referenced documents
26 speak for themselves and Defendant should not be required to draw conclusions

therefrom or repeat the contents thereof, and on that basis Paragraph 45 is also denied.
To the extent the allegations in this paragraph mischaracterize and/or attempt to
recharacterize events and/or transactions between and among persons or entities, it is
also denied.

46. Paragraph 46 contains allegations which are so vague, ambiguous, compound
and conclusory that Defendant lacks sufficient information and belief thereon, and on
that basis, generally and specifically denies each and all allegations contained in this
paragraph. To the extent the allegations invoke documents, referenced documents
speak for themselves and Defendant should not be required to draw conclusions
therefrom or repeat the contents thereof, and on that basis Paragraph 46 is also denied.
To the extent the allegations in this paragraph mischaracterize and/or attempt to
recharacterize events and/or transactions between and among persons or entities, it is
also denied.

MARIANNE STANDER

47. Paragraph 47 contains allegations which are so vague, ambiguous, compound
and conclusory that it renders Paragraph 43 unintelligible, and on that basis, it is denied.

48. Paragraph 48 is denied.

49. Paragraph 49 contains allegations which are so vague, ambiguous, compound
and conclusory that Defendant lacks sufficient information and belief thereon, and on
that basis, generally and specifically denies each and all allegations contained in this
paragraph. To the extent the allegations invoke documents, referenced documents
speak for themselves and Defendant should not be required to draw conclusions
therefrom or repeat the contents thereof, and on that basis Paragraph 49 is also denied.
To the extent the allegations in this paragraph mischaracterize and/or attempt to
recharacterize events and/or transactions between and among persons or entities, it is
also denied.

1 50. Paragraph 50 contains allegations which are so vague, ambiguous, compound
2 and conclusory that Defendant lacks sufficient information and belief thereon, and on
3 that basis, generally and specifically denies each and all allegations contained in this
4 paragraph. To the extent the allegations invoke documents, referenced documents
5 speak for themselves and Defendant should not be required to draw conclusions
6 therefrom or repeat the contents thereof, and on that basis Paragraph 50 is also denied.
7 To the extent the allegations in this paragraph mischaracterize and/or attempt to
8 recharacterize events and/or transactions between and among persons or entities, it is
9 also denied.

10 51. Paragraph 51 contains allegations which are so vague, ambiguous, compound
11 and conclusory that Defendant lacks sufficient information and belief thereon, and on
12 that basis, generally and specifically denies each and all allegations contained in this
13 paragraph. To the extent the allegations invoke documents, referenced documents
14 speak for themselves and Defendant should not be required to draw conclusions
15 therefrom or repeat the contents thereof, and on that basis Paragraph 51 is also denied.
16 To the extent the allegations in this paragraph mischaracterize and/or attempt to
17 recharacterize events and/or transactions between and among persons or entities, it is
18 also denied.

19 52. Paragraph 52 is denied.

20 53. Paragraph 53 contains allegations which are so vague, ambiguous, compound
21 and conclusory that Defendant lacks sufficient information and belief thereon, and on
22 that basis, generally and specifically denies each and all allegations contained in this
23 paragraph. To the extent the allegations invoke documents, referenced documents
24 speak for themselves and Defendant should not be required to draw conclusions
25 therefrom or repeat the contents thereof, and on that basis Paragraph 53 is also denied.
26 To the extent the allegations in this paragraph mischaracterize and/or attempt to

1 recharacterize events and/or transactions between and among persons or entities, it is
2 also denied.

3 "CASH"

4 54.Paragraph 54 is denied.

5 55.Paragraph 55 contains allegations which are so vague, ambiguous, compound
6 and conclusory that Defendant lacks sufficient information and belief thereon, and on
7 that basis, generally and specifically denies each and all allegations contained in this
8 paragraph. To the extent the allegations invoke documents, referenced documents
9 speak for themselves and Defendant should not be required to draw conclusions
10 therefrom or repeat the contents thereof, and on that basis Paragraph 55 is also denied.
11 To the extent the allegations in this paragraph mischaracterize and/or attempt to
12 recharacterize events and/or transactions between and among persons or entities, it is
13 also denied.

14 BANK OF AMERICA

15 56.Paragraph 56 is denied.

16 57.Paragraph 57 contains allegations which are so vague, ambiguous, compound
17 and conclusory that Defendant lacks sufficient information and belief thereon, and on
18 that basis, generally and specifically denies each and all allegations contained in this
19 paragraph. To the extent the allegations invoke documents, referenced documents
20 speak for themselves and Defendant should not be required to draw conclusions
21 therefrom or repeat the contents thereof, and on that basis Paragraph 57 is also denied.
22 To the extent the allegations in this paragraph mischaracterize and/or attempt to
23 recharacterize events and/or transactions between and among persons or entities, it is
24 also denied.

25 GENERAL REVENUE

1 58. Paragraph 58 contains allegations which are so vague, ambiguous, compound
2 and conclusory that Defendant lacks sufficient information and belief thereon, and on
3 that basis, generally and specifically denies each and all allegations contained in this
4 paragraph. To the extent the allegations invoke documents, referenced documents
5 speak for themselves and Defendant should not be required to draw conclusions
6 therefrom or repeat the contents thereof, and on that basis Paragraph 58 is also denied.
7 To the extent the allegations in this paragraph mischaracterize and/or attempt to
8 recharacterize events and/or transactions between and among persons or entities, it is
9 also denied

10 59. Paragraph 59 contains allegations which are so vague, ambiguous, compound
11 and conclusory that Defendant lacks sufficient information and belief thereon, and on
12 that basis, generally and specifically denies each and all allegations contained in this
13 paragraph. To the extent the allegations invoke documents, referenced documents
14 speak for themselves and Defendant should not be required to draw conclusions
15 therefrom or repeat the contents thereof, and on that basis Paragraph 59 is also denied.
16 To the extent the allegations in this paragraph mischaracterize and/or attempt to
17 recharacterize events and/or transactions between and among persons or entities, it is
18 also denied

19 60. Paragraph 60 contains allegations which are so vague, ambiguous, compound
20 and conclusory that Defendant lacks sufficient information and belief thereon, and on
21 that basis, generally and specifically denies each and all allegations contained in this
22 paragraph. To the extent the allegations invoke documents, referenced documents
23 speak for themselves and Defendant should not be required to draw conclusions
24 therefrom or repeat the contents thereof, and on that basis Paragraph 60 is also denied.
25 To the extent the allegations in this paragraph mischaracterize and/or attempt to
26

1 recharacterize events and/or transactions between and among persons or entities, it is
2 also denied

3 61. Paragraph 61 contains allegations which are so vague, ambiguous, compound
4 and conclusory that Defendant lacks sufficient information and belief thereon, and on
5 that basis, generally and specifically denies each and all allegations contained in this
6 paragraph. To the extent the allegations invoke documents, referenced documents
7 speak for themselves and Defendant should not be required to draw conclusions
8 therefrom or repeat the contents thereof, and on that basis Paragraph 61 is also denied.
9 To the extent the allegations in this paragraph mischaracterize and/or attempt to
10 recharacterize events and/or transactions between and among persons or entities, it is
11 also denied

12 ATTORNEY FEE FOR BANKRUPTCY

13 62. Paragraph 62 is unintelligible, and contains allegations which are so vague,
14 ambiguous, compound and conclusory that Defendant lacks sufficient information and
15 belief thereon, and on that basis, generally and specifically denies each and all
16 allegations contained in this paragraph. To the extent the allegations invoke documents,
17 referenced documents speak for themselves and Defendant should not be required to
18 draw conclusions therefrom or repeat the contents thereof, and on that basis it is also
19 denied.

20 ATTORNEYS FEE FOR DEBTOR EXAM (JUDGMENT DEBTOR CASE")

21 63. Paragraph 63 contains allegations which are so vague, ambiguous, compound
22 and conclusory that Defendant lacks sufficient information and belief thereon, and on
23 that basis, generally and specifically denies each and all allegations contained in this
24 paragraph. To the extent the allegations invoke documents, referenced documents
25 speak for themselves and Defendant should not be required to draw conclusions
26 therefrom or repeat the contents thereof, and on that basis Paragraph 63 is also denied.

1 To the extent the allegations in this paragraph mischaracterize and/or attempt to
2 recharacterize events and/or transactions between and among persons or entities, it is
3 also denied.

4 64. Defendants lack any knowledge of Plaintiff's "information and belief," and on that
5 basis, Paragraph 64 is denied.

6 65. Paragraph 65 contains allegations which are so vague, ambiguous, compound
7 and conclusory that Defendant lacks sufficient information and belief thereon, and on
8 that basis, generally and specifically denies each and all allegations contained in this
9 paragraph. To the extent the allegations invoke documents, referenced documents
10 speak for themselves and Defendant should not be required to draw conclusions
11 therefrom or repeat the contents thereof, and on that basis Paragraph 65 is also denied.

12 To the extent the allegations in this paragraph mischaracterize and/or attempt to
13 recharacterize events and/or transactions between and among persons or entities, it is
14 also denied.

15 66. Paragraph 66 contains allegations which are so vague, ambiguous, compound
16 and conclusory that Defendant lacks sufficient information and belief thereon, and on
17 that basis, generally and specifically denies each and all allegations contained in this
18 paragraph. To the extent the allegations invoke documents, referenced documents
19 speak for themselves and Defendant should not be required to draw conclusions
20 therefrom or repeat the contents thereof, and on that basis Paragraph 66 is also denied.

21 To the extent the allegations in this paragraph mischaracterize and/or attempt to
22 recharacterize events and/or transactions between and among persons or entities, it is
23 also denied.

24 67. Paragraph 67 contains allegations which are so vague, ambiguous, compound
25 and conclusory that Defendant lacks sufficient information and belief thereon, and on
26 that basis, generally and specifically denies each and all allegations contained in this

1 paragraph. To the extent the allegations invoke documents, referenced documents
2 speak for themselves and Defendant should not be required to draw conclusions
3 therefrom or repeat the contents thereof, and on that basis Paragraph 67 is also denied.
4 To the extent the allegations in this paragraph mischaracterize and/or attempt to
5 recharacterize events and/or transactions between and among persons or entities, it is
6 also denied.

7 68. Paragraph 68 contains allegations which are so vague, ambiguous, compound
8 and conclusory that Defendant lacks sufficient information and belief thereon, and on
9 that basis, generally and specifically denies each and all allegations contained in this
10 paragraph. To the extent the allegations invoke documents, referenced documents
11 speak for themselves and Defendant should not be required to draw conclusions
12 therefrom or repeat the contents thereof, and on that basis Paragraph 68 is also denied.
13 To the extent the allegations in this paragraph mischaracterize and/or attempt to
14 recharacterize events and/or transactions between and among persons or entities, it is
15 also denied.

16 69. Paragraph 69 is denied.

17 FIRST COUNT

18 70. In response to paragraph 70, Defendant re-alleges and reincorporates by
19 reference the responses set forth above as though fully set forth herein, and except
20 where admitted, Defendant DENIES each and every allegation contained in preceding
21 paragraphs.

22 71. Paragraph 71 is admitted.

23 72. Paragraph 72 is denied.

24 73. Paragraph 73 is denied.

25 SECOND COUNT

1 74. In response to paragraph 74, Defendant re-alleges and reincorporates by
2 reference the responses set forth above as though fully set forth herein, and except
3 where admitted, Defendant DENIES each and every allegation contained in preceding
4 paragraphs.

5 75. Paragraph 75 is admitted.

6 69¹. Paragraph 69 is denied.

7 70. Paragraph 70 is denied.

8 THIRD COUNT

9 71. In response to paragraph 71, Defendant re-alleges and reincorporates by
10 reference the responses set forth above as though fully set forth herein, and except
11 where admitted, Defendant DENIES each and every allegation contained in preceding
12 paragraphs.

13 72. Paragraph 72 is admitted.

14 73. Paragraph 73 is denied.

15 74. Paragraph 74 is denied.

16 FOURTH COUNT

17 75. In response to paragraph 75, Defendant re-alleges and reincorporates by
18 reference the responses set forth above as though fully set forth herein, and except
19 where admitted, Defendant DENIES each and every allegation contained in preceding
20 paragraphs.

21 76. Paragraph 76 is denied.

22 77. Paragraph 77 is denied.

23 78. Paragraph 78 is denied.

24 _____
25 ¹ Without explanation, beginning at what should have been Paragraph 76, the numbering
26 of the paragraphs in the Complaint revert back to Paragraph 69. Defendant's numbering
is consistent with the numbering in the Complaint.

1 WHEREFORE Defendant respectfully requests the Plaintiff not recover on any of
2 his claims for relief as prayed in the Complaint, and in answering Plaintiff's prayer for
3 relief, Defendant denies each and every allegation contained therein.

4 **FIRST AFFIRMATIVE DEFENSE**

5 Plaintiff fails to adequately plead or state a claim for relief against Defendant in any
6 of the asserted causes of action.

7 **SECOND AFFIRMATIVE DEFENSE**

8 By Plaintiff's conduct or conduct of predecessors-in-interest, Plaintiff waived or
9 relinquished the right to assert any claim or right against Defendant or have ratified
10 conduct of Defendant.

11 **THIRD AFFIRMATIVE DEFENSE**

12 Plaintiff has failed to properly plead each and every element of its case, and/or
13 does not or cannot demonstrate necessary elements as its burden to do so.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 The Complaint fails to meet the particularity standards of Fed. R. Civ. P. 9.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 Defendant lacks the requisite intent required for a finding under 11 U.S.C.
18 §727(a)(2) or (a)(4).

19 **SIXTH AFFIRMATIVE DEFENSE**

20 Plaintiff would be unjustly enriched by recovery against Defendant.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 Plaintiff has obtained and/or converted money from the Debtor and/or his business
23 which offsets any amounts due to Plaintiff. In the event that Plaintiff is entitled to any
24 recovery, it should be offset by moneys Plaintiff wrongfully took from Debtor and/or his
25 business.

26 **EIGHTH AFFIRMATIVE DEFENSE**

1 Plaintiff is barred by the equitable doctrine of unclean hands from taking any relief
2 prayed in the Complaint

3 **NINTH AFFIRMATIVE DEFENSE**

4 Plaintiff has not suffered or sustained any damages as a consequence of any
5 alleged conduct by Defendant.

6 **TENTH AFFIRMATIVE DEFENSE**

7 Plaintiff's damages are nonexistent, and if they do exist, stated damages are
8 excessive, unreasonable and oppressive.

9 **ELEVENTH AFFIRMATIVE DEFENSE**

10 Plaintiff is barred from any recovery because the alleged damages are
11 speculative.

12 **TWELFTH AFFIRMATIVE DEFENSE**

13 Plaintiff fails to properly make multiple allegations and lacks personal knowledge
14 or discoverable information to bring the Complaint, and lacks standing

15 **THIRTEENTH AFFIRMATIVE DEFENSE**

16 Defendant has insufficient information or knowledge, or does not presently know all
17 facts concerning, conduct of any defendant or the Plaintiff, sufficient to state all affirmative
18 defenses and so there may as yet be unstated affirmative defenses available. Defendant
19 reserves all rights including the rights to assert additional defenses following any
20 discovery or otherwise, and the right to amend this Answer (including should it later
21 discover additional facts, such as those demonstrating the existence of other affirmative
22 defenses).

23 **RESERVATION OF RIGHTS**

24 Defendant reserves all rights, at law and equity, in this action.

25 **PRAYER FOR RELIEF**

26 Based on the foregoing, Defendant respectfully prays for an order

- 1) Denying the relief prayed in the Complaint in its entirety;
- 2) Judgment be entered in Defendant's favor; and
- 3) For such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Dated: August 10, 2020

LESLIE COHEN LAW, PC

By: /s/ Leslie A. Cohen
Leslie A. Cohen
Attorneys for the Defendant

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

506 Santa Monica Blvd., Suite 200, Santa Monica, CA 90401

A true and correct copy of the foregoing document entitled (*specify*): **ANSWER TO COMPLAINT OBJECTING TO DISCHARGE PURSUANT TO SECTION 727 OF THE BANKRUPTCY CODE** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 8/10/20, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; olivia@lesliecohenlaw.com

David Keith Gottlieb (TR) dkgttrustee@dkgallc.com,

dgottlieb@iq7technology.com, rjohnson@dkgallc.com, akuras@dkgallc.com; ecf.alert+Gottlieb@titledxi.com

Lane M Nussbaum lnussbaum@nussbaumapc.com, info@nussbaumapc.com

United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 8/10/20, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, SACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

8/10/20
Date

Olivia Hill
Printed Name

/s/ Olivia Hill
Signature